

CHE BROWN (“Plaintiff”), by and through his attorneys, KIMMEL & SILVERMAN, P.C., alleges the following against RGS FINANCIAL, INC. (“Defendant”):

1. Plaintiff's Complaint is based on Defendant's repeated violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* ("FDCPA") and the Telephone Consumer Protection Act 47 U.S.C. § 227, *et. seq.* ("TCPA).

2. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states that such actions may be brought and heard before “any appropriate United States district court without regard to the amount in controversy,” and 28 U.S.C. §

1 1331 grants this court original jurisdiction of all civil actions arising under the  
2 laws of the United States.

3  
4 3. Defendant conducts business in the Commonwealth of Pennsylvania and  
5 as such, personal jurisdiction is established.

6 4. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2).

7  
8 **PARTIES**

9 5. Plaintiff is a natural person residing in Upper Darby, Pennsylvania.

10 6. Plaintiff is a “consumer” as that term is defined by 15 U.S.C. §1692a(3).

11 7. Plaintiff is a “person” as that term is defined by 47 U.S.C. §153(39).

12  
13 8. Defendant is a national debt collection company with its corporate  
14 headquarters located at 1700 Jay Eli Drive, Suite 200, Richardson, Texas 57081.

15 9. Defendant is a “debt collector” as that term is defined by 15 U.S.C. §  
16 1692a(6), and repeatedly contacted Plaintiff in an attempt to collect a debt.

17 10. Defendant is a “person” as that term is defined by 47 U.S.C. §153(39).

18  
19 11. Defendant acted through its agents, employees, officers, members,  
20 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
21 representatives, and insurers.

22  
23 **FACTUAL ALLEGATIONS**

24 12. At all relevant times herein, Defendant was attempting to collect a debt  
25 and contacted Plaintiff in its attempts to collect that debt.

1           13. The debt at issue, a PayPal account, arose out of transactions primarily  
2 incurred for personal, family, or household purposes.

3           14. Beginning in or around October 2015 and continuing through June  
4 2016, Defendant placed repeated harassing telephone calls to Plaintiff on his  
5 cellular telephone and home telephone in its attempts to collect the  
6 aforementioned debt.  
7

8           15. Defendant's calls originated from the following phone number,  
9 including but not limited to: (855) 227-9292. The undersigned has confirmed that  
10 this phone number belongs to the Defendant.  
11

12           16. Desiring to stop these repeated calls, Plaintiff spoke to one of  
13 Defendant's collectors in May 2016 and requested that Defendant stop calling him  
14 regarding the alleged Paypal debt.  
15

16           17. Once Defendant was aware that its calls were unwanted and to stop  
17 calling, there was no lawful purpose to making further calls, nor was there any  
18 good faith reason to place calls.  
19

20           18. However, Defendant ignored Plaintiff's request to stop calling and  
21 continued to call Plaintiff through October 2016.  
22

23           19. Defendant also threatened to pursue legal action to collect the alleged  
24 debt during calls placed in May 2016.

25           20. Upon information and belief, Defendant did not intend to take legal

1 action, but made this threat in order to coerce payment from Plaintiff.

2 21. During this time, when placing calls to Plaintiff's cellular telephone,  
3 Defendant used an automated telephone dialing system and/or pre-recorded voice.  
4

5 22. Plaintiff knew Defendant used an automated telephone dialing system  
6 and/or pre-recorded voice because calls would begin with a pre-recorded voice  
7 before he would be transferred to a live caller.  
8

9 23. Defendant's calls were not for emergency purposes, but to collect a debt.

10 24. In order to get the calls to stop, Plaintiff had no choice but to download  
11 a call blocking application to his cellular telephone and block Defendant's calls.  
12

13 25. Finally, within five (5) days of its initial communication with Plaintiff,  
14 Defendant failed to send written correspondence to Plaintiff advising him of his  
15 rights pursuant to the FDCPA.  
16

17  
18 **COUNT I**  
19 **DEFENDANT VIOLATED §1692d and d(5) OF THE FDCPA**  
20

21 26. A debt collector violates § 1692d of the FDCPA by engaging in any  
22 conduct the natural consequence of which is to harass, oppress, or abuse any  
23 person in connection with the collection of a debt.

24 27. A debt collector violates § 1692d(5) of the FDCPA by causing a  
25 telephone to ring or engaging any person in telephone conversation repeatedly or

1 continuously with intent to annoy, abuse, or harass any person at the called  
2 number.

3  
4 28. Here, Defendant violated §§ 1692d and 1692d(5) of the FDCPA when it  
5 placed repeated and continuous harassing telephone calls to Plaintiff and when it  
6 continued calling Plaintiff's cellular phone after being told to stop.

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8  
9 **COUNT II**  
10 **DEFENDANT VIOLATED §1692e, e(5) and e(10) OF THE FDCPA**

11 29. A debt collector violates § 1692e of the FDCPA by using any false,  
12 deceptive, or misleading representation or means in connection with the collection  
13 of any debt.

14 30. A debt collector violates § 1692e(5) of the FDCPA by threatening to  
15 take any action that cannot legally be taken or that is not intended to be taken.

16  
17 31. A debt collector violates § 1692e(10) of the FDCPA by using false  
18 representation or deceptive means to collect or attempt to collect any debt.

19 32. Defendant violated §§ 1692e, 1692e(5) and 1692e(10) of the FDCPA  
20 when it threatened to both pursue legal action against Plaintiff without ever  
21 intending to pursue this course of action to collect the alleged debt.  
22  
23  
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25

**COUNT III**  
**DEFENDANT VIOLATED §1692g OF THE FDCPA**

33. A debt collector violates § 1692g of the FDCPA by failing after five (5) days of its initial communication with Plaintiff, to notify him of his rights to dispute the debt and/or to request verification of the debt, as well as, providing him with the amount of the debt and the name of the original creditor.

34. Defendant violated § 1692g(a) of the FDCPA when it failed to send written notification, within five (5) days after its initial communication with Plaintiff, advising him of his rights pursuant to the FDCPA.

**COUNT IV**  
**DEFENDANT VIOLATED THE TCPA**

35. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.

36. Defendant initiated multiple automated telephone calls to Plaintiff's cellular telephone number.

37. Defendant's initiated these automated calls to Plaintiff using an automatic telephone dialing system.

38. Defendant repeatedly placed non-emergency calls to Plaintiff's cellular telephone.

1           39. Under § 227(b)(3)(A) of the TCPA, a person or entity may bring a  
2 private cause of action in an appropriate court based on a violation of the TCPA or  
3 the regulations prescribed under the TCPA to enjoin such violation.  
4

5           40. Under § 227(b)(3)(B) of the TCPA, a person or entity may bring a  
6 private cause of action in an appropriate court “to recover for actual monetary loss  
7 from such a violation, or to receive \$500 in damages for each such violation  
8 whichever is greater.”  
9

10          41. Based upon the conduct of Defendant, Plaintiff avers that the  
11 enhancement of damages provided for by the TCPA allowing for Plaintiff to  
12 recover up to \$1,500 per call/violation be applied to calls placed.  
13

14          42. Defendant’s conduct violated § 227(b)(1)(A)(iii) of the TCPA by  
15 placing repeated calls using an automatic telephone dialing system to Plaintiff’s  
16 cellular telephone.  
17

18          43. Defendant’s calls to Plaintiff’s cellular telephone after he revoked  
19 consent were not made with Plaintiff’s prior express consent.  
20

21          44. Defendant’s acts as described above were done with malicious,  
22 intentional, willful, reckless, wanton and negligent disregard for Plaintiff’s rights  
23 under the law and with the purpose of harassing Plaintiff.  
24  
25

1 45. The acts and/or omissions of Defendant were done unfairly, unlawfully,  
2 intentionally, deceptively and fraudulently and absent bona fide error, lawful right,  
3 legal defense, legal justification or legal excuse.  
4

5 46. As a result of the above violations of the TCPA, Plaintiff has suffered  
6 the losses and damages as set forth above entitling Plaintiff to an award of  
7 statutory, actual and treble damages  
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9  
10

### 11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, CHE BROWN, respectfully prays for a judgment  
13 as follows:

- 14 a. All actual damages suffered pursuant to 15 U.S.C. § 1692k(a)(1)  
15 and 47 U.S.C. §227(b)(3)(A);  
16  
17 b. Statutory damages of \$1,000.00 for each Plaintiff for the violation  
18 of the FDCPA pursuant to 15 U.S.C. § 1692k(a)(2)(A);  
19  
20 c. All reasonable attorneys' fees, witness fees, court costs and other  
21 litigation costs incurred by Plaintiff pursuant to 15 U.S.C. §  
22 1693k(a)(3);  
23  
24 d. All actual damages suffered pursuant to 47 U.S.C. § 227(b)(3)(A);  
25  
e. Statutory damages of \$500.00 per violative telephone call pursuant  
to 47 U.S.C. § 227(b)(3)(B);



1 f. Treble damages of \$1,500.00 per violative telephone call pursuant  
2 to 47 U.S.C. §227(b)(3);

3 g. Injunctive relief pursuant to 47 U.S.C. § 227(b)(3);

4 h. Any other relief deemed appropriate by this Honorable Court.  
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8 **DEMAND FOR JURY TRIAL**

9 PLEASE TAKE NOTICE that Plaintiff, CHE BROWN, demands a jury trial  
10 in this case.  
11

12 RESPECTFULLY SUBMITTED,  
13

14 Date: October 25, 2016

15 /s/ Amy L. Bennecoff Ginsburg  
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